

**AGREEMENT FOR DISPOSAL
OF SOLID WASTE**

RIVERSIDE COUNTY, (hereinafter referred to as “COUNTY”) and Waste Management of the Desert (WMOD), (hereinafter referred to as “VENDOR”), hereby agree as follows:

RECITALS

WHEREAS, VENDOR proposes to construct the Edom Hill Transfer Station and related recycling facilities (“Facility”) at the closed Edom Hill Landfill in the Riverside County Recycling Market Development Zone with which to provide processing and transfer of solid waste residual; and

WHEREAS, VENDOR desires to arrange for the disposal of all of the non-hazardous solid waste residual from the Edom Hill transfer station in a Class III sanitary landfill; and

WHEREAS, COUNTY owns and operates Class III sanitary landfills for the disposal of solid waste and COUNTY desires to assure a flow of solid waste, particularly from sources within the County of Riverside, to said landfills in order to provide the lowest possible rates; and

WHEREAS, COUNTY is prepared to accept solid waste residue from the Facility delivered by VENDOR for disposal under the terms and conditions set forth herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

A. Applicable Law

Applicable law means all statutes, rules, regulations, permits, orders, or requirements of the United States, State, County and local government authorities and agencies having applicable jurisdiction, that apply to or govern the duties of VENDOR hereunder.

B. Solid Waste.

Solid waste to be delivered by VENDOR to COUNTY and acceptable to COUNTY, shall all be non-hazardous residential and commercial refuse, garbage and/or rubbish and Construction/Demolition Debris which COUNTY's Landfills may receive under its permits and standard operating policies and includes or excludes any other materials that COUNTY designates in writing from time to time upon at least ninety (90) days' prior written notice to VENDOR. Notwithstanding the foregoing, Solid Waste shall not include the following:

- (1) **Unpermitted landfill wastes**, including all materials that Badlands, Lamb Canyon, and El Sobrante or other site, which the COUNTY designates for disposal, are not permitted to landfill;
- (2) **Asbestos**, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste, defined in item (6) below, if it contains more than one percent asbestos;
- (3) **Ash** residue from the incineration of solid wastes, including municipal waste, infectious waste described in item (8) below, wood waste, sludge, and agricultural wastes;
- (4) **Auto shredder** "fluff" consisting of upholstery, paint, plastics, and other non-metallic substances which remains after the shredding of automobiles;
- (5) **Large dead animals**;
- (6) **Hazardous Wastes**:

(a) “Hazardous Waste” pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Sections 2521 and 2522; and

(b) materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;

(c) materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal, State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.;

(d) materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; and

(e) materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous wastes.

(7) **Industrial** solid or semi-solid wastes, which are prohibited at the landfill or are inconsistent with the operation of the facility including cement kiln dust, and ore process residues.

(8) **Infectious wastes** which have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubings, bottles, drugs, patient care items, such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases;

(9) **Liquid wastes** which are not spadeable, usually containing less than fifty percent solids, including cannery and food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, and sewage sludge, which liquid wastes may be Hazardous Wastes;

(10) **Radioactive wastes** under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or federal regulation;

(11) **Sewage sludge** comprised of human and industrial residue, including grit or screenings, removed from a waste water treatment facility or septic tank, whether in a dry or semi-dry form.

(12) **Semi-solid waste, which** contains less than 50 percent solids.

(13) **White Goods** which refers to commercial and residential appliances such as washing machines, clothes dryers, water heaters, refrigerators, trash compactors,

microwaves and stoves/ovens which commonly contain mercury, PCBs, freon and oil.

(14) Tires which refers to passenger vehicle tires, on-road/off-road heavy equipment tires and agricultural tires that are of a commercial or residential nature in any size, primarily constructed out of vulcanized rubber, polyester fibers and steel belts.

(15) E-Waste, which refers to electronic products nearing the end of their “useful life”. Computers, televisions, VCRs, stereos, copiers, and fax machines are common electronic products. Many of these products can be reused, refurbished, or recycled.

(16) Universal Waste means any of the following wastes that are conditionally exempt from classification as hazardous wastes pursuant to section 66261.9:

- (a) Batteries as described in section 66273.2;
- (b) Thermostats as described in section 66273.4;
- (c) Lamps as described in section 66273.5;
- (d) Cathode ray tube materials as described in section 66273.6;

Note: The above referenced sections for Universal Waste are found in California Code of Regulations, Title 22. Social Security.

Any other wastes that become categorized as Universal Waste will also not be considered Solid Waste.

C. Solid Waste Residue

Solid Waste Residue means Solid Waste that remains after undergoing any processing, including the separation and removal of recyclables consistent with the Lease Agreement

between VENDOR and COUNTY, at the transfer station and is then loaded into transfer trailers for delivery to landfills.

D. Construction/Demolition Debris

Construction/Demolition debris means building materials together with packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures. Construction refers to SIC (Standard Industrial Code) 152 through 1794, 1796 and 1799. Demolition refers to SIC Code 1795.

SECTION 2. **COMPLIANCE WITH APPLICABLE LAW.**

VENDOR shall perform all of its respective duties hereunder, and shall cause all of its employees, contractors and agents to perform all of their respective duties hereunder, in accordance with Applicable Law and Permits.

SECTION 3. **DELIVERY OF SOLID WASTE.**

Subject to the provisions of sub item H, VENDOR shall deliver or cause to be delivered all of the Solid Waste residue from the Facility to a designated COUNTY landfill(s).

A. Designated COUNTY Landfills:

COUNTY landfill(s) designated to receive solid waste from the Facility shall be the Badlands Landfill (“Badlands”), Lamb Canyon Landfill (“Lamb Canyon”) and El Sobrante Landfill (“El Sobrante”).

Deliveries of solid waste to El Sobrante shall be allowed under the following conditions:

- 1) No more than 20 percent of the average daily tonnage of solid waste from the Facility is transported to El Sobrante;
- 2) No more than 400 tons per day from the Facility is transported to El Sobrante;

3) Solid waste must arrive at El Sobrante between the hours of 8 PM and 12:00 AM.

It is further provided that deliveries to El Sobrante shall be limited as needed by VENDOR if the daily in-County capacity at El Sobrante is needed for daily tonnage from Western Riverside County (the area lying west of the San Jacinto Mountain range). In the event COUNTY directs VENDOR to reduce deliveries to El Sobrante as provided hereinabove, it is mutually agreed that the Disposal Fee at Lamb Canyon or Badlands Landfill for those tons not allowed to be delivered to El Sobrante shall be reduced by 35 cents per ton. The “tons not allowed to be delivered to El Sobrante” shall be reasonably determined by COUNTY based upon its instructions to VENDOR and the most recent six month average of such deliveries from the Facility. By specifying these provisions and extending the Term to 30 years, VENDOR agrees that COUNTY has negotiated this provision in good faith and VENDOR’s rights with respect to Section 11.18.1 of the Second El Sobrante Agreement dated September 1, 1998 have not been breached.

With respect to solid waste that is to be delivered to Badlands or Lamb Canyon, VENDOR agrees that the solid waste residue shall be delivered to the landfill site as directed by COUNTY. COUNTY shall have authority to direct the solid waste residue entirely to Badlands or Lamb Canyon.

COUNTY reserves the option to require VENDOR to deliver solid waste residue to El Sobrante in the event of short term unforeseen circumstances that prevent VENDOR from delivering solid waste residue at Badlands or Lamb Canyon.

At the request of either party, COUNTY shall consider designating the Eagle Mountain Landfill Project to receive solid waste from the Facility and COUNTY reserves the right to develop agreement terms that would favor such disposal site.

B. Tonnage Notification:

VENDOR will notify COUNTY as soon as possible on any day it appears that information about the day’s tonnage being forwarded to the landfill would be helpful for the landfill site staff to know as they operate the facility (i.e. an inordinate amount of one waste type, unusually high daily peak, etc.).

C. Size and Type of Delivery Equipment:

The size of tractors and trailers used to transfer solid waste from the Facility to COUNTY landfills will be appropriate to properly fulfill the task. The size will also conform to all standards of the California Highway Patrol.

(1) Transfer trailers used to deliver solid waste to COUNTY landfills will be limited to models with “walking floors” or if an unloading lift is available at the landfill, to those vehicles, which can be serviced by the landfill operator. All transfer vehicles used to perform services pursuant to this Agreement shall be Alternative Fuel Vehicles using State Approved Alternative Fuels such as LNG, CNG, Propane or other types approved by COUNTY.

D. Hazardous Waste Load Check Program:

AUTHORITY shall operate a hazardous waste load check program at the Facility as required by California law and by COUNTY Ordinance.

E. Rejection of Solid Waste; Rights of Refusal

COUNTY shall reject receipt of any material that does not meet the definition of Solid Waste included herein. VENDOR shall remove any material that is unloaded at COUNTY’S landfills by VENDOR and does not meet the definition of Solid Waste included herein within 24 hours and dispose of it in a safe and lawful manner at VENDOR’S sole expense.

F. Tonnage Tracking Compatible with COUNTY’s Current System:

VENDOR shall operate a tonnage tracking system that will determine on a daily basis the amount and origin of generation for the entire waste stream delivered to COUNTY landfills. The tonnage tracking system shall be fully compatible with the COUNTY’S current system. VENDOR shall provide COUNTY with monthly reports broken down by the origin of generation for the waste stream (including source separated and other diverted recyclables reported separately) delivered to the Facility and all disposal sites within fifteen (15) days of the end of the calendar month, and a

year-end report that displays all data broken down by month along with a year total for the calendar year. The format of said reports shall be approved by the COUNTY.

VENDOR shall also provide monthly source (residential/commercial/industrial) percentage splits for the waste hauled from each jurisdiction. These reports are due within fifteen (15) days of the end of the month.

The format of all reports shall be approved by the COUNTY.

When the COUNTY implements an electronic reporting system, upon sixty (60) days notice, VENDOR shall transmit origin and source data electronically via the internet within one (1) day of receipt of the prior day's landfill transactions in lieu of monthly reports.

VENDOR will notify COUNTY of any discrepancies of more than 5% between tonnage weights reported by VENDOR and COUNTY when the discrepancy becomes apparent to VENDOR. Both parties agree to have their scales recertified within five (5) working days of said notice. COUNTY will continue using weights as reported by its certified scales.

COUNTY shall have the right to obtain copies of VENDOR'S weight tickets on ten (10) sequential transfer loads once a month upon request.

G. Unloading Safety:

VENDOR shall unload its transfer vehicles at the landfill in a safe and orderly manner. It will observe all of the posted operational rules of the landfills and take direction in regard to site management from landfill staff while on the premises. COUNTY will provide a safe and accessible unloading area at the landfill.

H. Use of Non-COUNTY Landfills

VENDOR may dispose of the solid waste residue from the Facility at landfills other than those owned and/or operated by COUNTY at any time that COUNTY is unable to provide for the

disposal of said solid waste residue at Badlands, Lamb Canyon, El Sobrante or any other available COUNTY landfill.

Delivery of Facility residue to destinations other than COUNTY landfills, for reasons other than COUNTY's inability to provide disposal service shall be permitted at the end of thirty (30) full years of Waste Delivery. The beginning of said full thirty year period shall commence when the first load of waste from the Transfer Station is delivered to the COUNTY for disposal (the "Effective Date").

I. VENDOR Controlled In-County Waste:

VENDOR hereby commits during the Term of this Agreement to deliver Solid Waste it has collected, or its subcontractors have collected, anywhere within the cities of the Coachella Valley, or from any agency utilizing the Facility, to COUNTY landfills or transfer stations delivering residue to said landfills.

SECTION 4. **ACCEPTANCE OF SOLID WASTE.**

A. COUNTY anticipates that during the Term of this Agreement, as hereinafter defined, it will have sufficient disposal capacity at Badlands, Lamb Canyon and El Sobrante to enable it to accept all of the Solid Waste Residue delivered to the landfill facilities from the Facility. Notwithstanding the foregoing, COUNTY shall have no obligation to accept or dispose of the Solid Waste Residue at Badlands, Lamb Canyon, and/or El Sobrante if:

- (1) Badlands, Lamb Canyon and/or El Sobrante are closed due to weather or other operational or regulatory concerns, or because of the exhaustion of the permitted disposal capacity of Badlands, Lamb Canyon and/or El Sobrante; COUNTY will direct VENDOR to the landfill not impacted by the closure and/or if available designate a new COUNTY Class III sanitary landfill for use by VENDOR.

B. COUNTY shall not voluntarily close the Badlands landfill, Lamb Canyon landfill or the El Sobrante landfill permanently during the term of this Agreement for any reason, with the following exceptions: (i) as required by state or federal law, (ii) exhaustion of permitted disposal capacity, or (iii) force majeure.

C. In the event that Badlands, Lamb Canyon, El Sobrante and other COUNTY Landfills have all permanently closed for reasons described in paragraph 4B hereof or for any other reason, VENDOR'S obligation to deliver Solid Waste Residue to COUNTY and to pay any disposal fee required hereunder to COUNTY shall cease.

SECTION 5. **LANDFILL HOURS.**

A. Landfill hours will be established within the parameters of the facility operating permit.

(1) Badlands Landfill will be open between 6:00 a.m. and 4:30 p.m. Monday through Saturday to receive Solid Waste from the Facility. Due to darkness, deliveries to Badlands Landfill between November 15 and January 15 shall be completed by 4:00 p.m. It will be closed on legal Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

(2) Lamb Canyon Landfill will be open between 8:00 a.m. and 4:30 p.m. Monday through Saturday to receive Solid Waste from the Facility. Due to darkness, deliveries to Lamb Canyon Landfill between November 15 and January 15 shall be completed by 4:00 p.m. It will be closed on legal Holidays (New Years Day, Memorial Day, Independence Day, the Sunday before Labor Day, Labor Day, Thanksgiving and Christmas).

(3) El Sobrante Landfill is currently open between 4:00 a.m. to 6:00 p.m. Monday through Friday and 6:00 a.m. to 6:00 p.m. Saturday. The private operator plans to eventually be open until midnight Monday through Saturday which will

enable VENDOR to meet the requirements of Section 3A in order to use this site. COUNTY does not guarantee these extended landfill hours. This site will be closed on legal Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

B. COUNTY will provide VENDOR with reasonable notice any time landfill operating hours are planned to change .

C. VENDOR agrees it has examined access routes to COUNTY landfills and shall make no claims as to deficiencies thereof.

SECTION 6. TERM.

The Term of the waste delivery commitments included in this Agreement shall commence when the first load of waste from the Transfer Station is delivered to COUNTY for disposal (the “Effective Date”), and shall end if the Master Lease between VENDOR (therein referred to as LESSEE) and COUNTY is terminated or at the completion of thirty full years of Waste Delivery, unless extended by mutual agreement of COUNTY and VENDOR.

SECTION 7. DISPOSAL FEE, BILLING, and SECURITY.

A. Disposal Fee:

VENDOR shall be charged a per ton disposal fee on the date the Riverside County Board of Supervisors approves it (the “Execution Date”) of \$23.00 for delivery of solid waste residue that is transported to the landfill in a transfer vehicle with walking floors (i.e. typical minimum 20+ tons per pay load) or “possum belly” trucks (typically 23+ tons per pay load). The disposal fee shall be adjusted annually according to the provisions of SECTION 8 and may be revised by COUNTY in the event of a change in law or regulations after the effective date of this Agreement affecting COUNTY’S landfill costs.

All other vehicles of VENDOR will pay according to the appropriate rate schedule then in effect at COUNTY facilities.

The disposal fee for the delivery of waste to COUNTY landfills includes the incremental payments for COUNTY's closure, post closure and remediation liabilities for participating agencies using the transfer station.

VENDOR shall accept all self haul non hazardous loads delivered to its Transfer Station. In order to help address illegal dumping, VENDOR agrees to accept and charge all self-haul, non-hazardous, non-commercial, solid waste loads (with less than 50% of the load green and/or woody waste) weighing up to 600 pounds (the "Minimum Load Charge") not more than \$8.00 per load or as amended by the Riverside County Board of Supervisors. The Minimum Load Charge shall not apply to any other type of load delivered to the Transfer Station. Each such small load is assumed to be .3 tons. In the event VENDOR'S contract with another agency requires rates that are lower than stated herein, the lower rates will prevail for all such customers.

LESSEE may charge customers rates for special services (i.e. hard to handle, handling special wastes such as tires, etc.) that are similar to those at COUNTY landfills and the then comparable charges at COUNTY landfills.

B. Billing:

COUNTY shall bill VENDOR monthly, based upon certified weigh tickets, for each load of Solid Waste delivered to the landfill. Monthly payments shall be made by VENDOR to COUNTY by the thirtieth (30th) day of each calendar month for the previous month's deliveries of Solid Waste.

C. Security:

Security deposits (i.e. bonding, late fees, etc.) will be the same as the then current practice established by Riverside County Waste Management Department.

SECTION 8. **DISPOSAL FEE ADJUSTMENT.**

A. Disposal Fee:

The disposal fee will be subject to adjustment annually every July 1st following public hearings provided that COUNTY shall give VENDOR not less than 14 (fourteen) days prior written notice of said hearing and VENDOR shall have an opportunity to be heard and present evidence at said hearing. The first adjustment may be made on July 1, 2003. The maximum increase allowable any one year will be equal to the percent change in the Consumer Price Index (CPI). Computation of the change in the CPI will be made according to the following methodology.

(1). Said computation shall be equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles/Anaheim/Riverside Metropolitan Area, (1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the twelve (12) month period January through December. The first increase may be effective July 1, 2003, based upon changes in the Consumer Price Index formula for the period January 2002 through December 2002.

SECTION 9. **INSURANCE.**

VENDOR shall obtain, and keep in force for the term of this Agreement all insurance required in the Master Lease between VENDOR (therein referred to as LESSEE) and COUNTY.

SECTION. 10 **INDEMNIFICATION**

A. General Indemnification

Separate and distinct from the CERCLA indemnification found in this Agreement, COUNTY agrees to defend, indemnify, and hold harmless, VENDOR and its officers, agents, and employees from and against any and all claims, demands, damages, liabilities, costs or expenses for any damages or injuries to any person or property, including, but not limited to, injury to County and COUNTY'S officers, agents, or employees which arise from or are connected with or are caused or claimed to be caused by the sole acts or omissions of COUNTY, and its officers, agents, or employees, in operating COUNTY landfill facilities, and all costs and expenses of investigating and defending against same; provided, however, that COUNTY'S duty to indemnify and hold harmless shall not include any claims or liability arising from the active negligence or willful misconduct of VENDOR and its agents, officers, or employees.

VENDOR agrees to defend, indemnify, and hold harmless, Riverside County Waste Resources Management District (District) and COUNTY and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, costs or expenses for any damages or injuries to any person or property, including, but not limited to, injury to VENDOR'S officers, agents, or employees which arise from or are connected with or are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of VENDOR, and its officers, agents, or employees, in operating the Facility, and all costs and expenses of investigating and defending against same; provided, however, that VENDOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the active negligence or willful misconduct of District and COUNTY and their agents, officers, or employees.

B. CERCLA Indemnification

COUNTY shall indemnify, defend with counsel approved by VENDOR and hold harmless VENDOR and any participating agency, or either of them, that enters into an agreement with VENDOR for the acceptance of solid waste at the Transfer Station, their respective officers, employees, agents, assigns, volunteers and any successor to the VENDOR'S and any such participating agency's interest, from and against all third party claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities,

causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses, (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, VENDOR and any such participating agency or their respective officers, employees, or agents arising from or attributable to any pickup, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether or not undertaken due to governmental action) concerning any hazardous substances or hazardous wastes including the release of such substances or wastes arising out of the deposit of VENDOR'S, and any such participating agency's, Solid Waste at COUNTY'S lined landfills (Per Subtitle D – which includes Badlands and Lamb Canyon Landfills).

Notwithstanding any of the foregoing terms and provisions, COUNTY'S CERCLA indemnification shall not extend to any such claims for actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), of any kind whatsoever paid, to the extent that such claims are, or can be shown to have been, caused by the failure of VENDOR and any such participating agency, their respective officers, employees, agents, assigns, volunteers, and any successor to VENDOR'S and any such participating agency's interest to properly operate the required hazardous waste load check program at the Facility as required by California law and COUNTY Ordinance and as set forth in this Agreement.

The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607 (e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify VENDOR and any such participating agency from all liability (with the exception noted above). The CERCLA indemnity provided here is separate and in addition to the general indemnification described above.

SECTION 11. **FORCE MAJEURE.**

Neither VENDOR or COUNTY shall be in default under this Agreement in the event that the delivery of Solid Waste or the disposal of Solid Waste are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires, strikes, lockouts, and other labor disturbances or other catastrophic events which are beyond the reasonable control of VENDOR and COUNTY. Other catastrophic events do not include the financial inability of the VENDOR or COUNTY to perform or failure of VENDOR or COUNTY to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of VENDOR or COUNTY.

SECTION 12. **DISPUTES.**

The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to nonbinding mediation in Riverside County, California. If mediation does not arrive at a satisfactory result, litigation may be pursued.

Should any dispute arise between the parties concerning the terms, interpretation, effect or operation of this Agreement, and should such dispute result in litigation or mediation between parties, or any of them, the prevailing party in such litigation or mediation shall be entitled to recover from the unsuccessful party(ies) any and all attorneys' fees, disbursements and costs incurred by the prevailing party in such litigation or mediation. In the event neither party prevails, but a compromise position is imposed, both parties shall bear their own legal expenses.

SECTION 13. **ASSIGNMENT:**

A. Neither this Agreement or any part thereof shall be assigned by VENDOR without the prior written consent of COUNTY.

B. If COUNTY relinquishes its ownership of a landfill used by VENDOR, VENDOR reserves the right to cancel this Agreement. VENDOR'S opportunity to approve COUNTY'S successor in interest and cancel this Agreement upon transfer of ownership of a COUNTY landfill site must be exercised within forty-five (45) days after VENDOR has received written notice from COUNTY that ownership has formally changed hands or will be lost to VENDOR.

SECTION 14. **LAW TO GOVERN.**

The laws of the State of California shall govern this Agreement.

SECTION 15. **NOTICES:**

All notices, consents or other communications which are required or permitted by this Agreement to be served on or given to any party shall be in writing and shall be deemed served or given when personally delivered or, in lieu of personal delivery, on receipt, rejection or return undelivered, when deposited in the United States mail, first-class, certified or registered, postage prepaid, return receipt requested or overnight mail delivery service, addressed to the applicable party at the address set forth below:

To COUNTY: Riverside County Waste Management Department
 14310 Frederick St.
 Moreno Valley, CA 92553

Copy: County Counsel

To VENDOR: Waste Management of California
 dba Waste Management of the Desert
 41-575 Eclectic
 Palm Desert, CA 92260

Copy To: Vendor Attorney

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section.

SECTION 16. **WAIVER.**

No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

SECTION 17. **BINDING UPON SUCCESSORS.**

All agreements, covenants, conditions, and provisions of this Agreements shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

SECTION 18. **SEVERABILITY.**

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

SECTION 19. **NON-DISCRIMINATION.**

VENDOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this contract and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

SECTION 20. **ENTIRE AGREEMENT.**

This Agreement, together with the Master Lease, embodies the entire Agreement between COUNTY and VENDOR. Each represents that in entering this Agreement it does not rely on any previous oral or implied representations, inducement or understanding of any kind or nature. This

Agreement may not be modified or amended, in whole or in part, except by writing signed by both parties hereto.

SECTION 21. **CONSTRUCTION OF AGREEMENT.**

The parties hereto have negotiated this Agreement together with the Master Lease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against COUNTY solely because it prepared this Agreement in its executed forms.

[Rest of this page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed and is effective on the date the Board of Supervisors takes action on it.

RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

WASTE MANAGEMENT OF CALIFORNIA
DBA WASTE MANAGEMENT OF THE
DESERT

Dated:_____

Dated:_____

RECOMMENDED FOR APPROVAL

By:_____

By:_____

Robert A. Nelson
General Manager/Chief Engineer
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

RIVERSIDE COUNTY

By: _____
Chairman, Board of Supervisors

ATTESTED:

By: _____
NANCY ROMERO, Clerk

APPROVED:

By: _____
Frank C. Aldrich III, Deputy County Counsel

APPROVED:

By: _____
VENDOR Counsel